

ARTICLE 18 UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the grievance procedure, investigatory conferences and disciplinary conferences by the work site Steward or their Chief Steward and/or a Union Staff Representative in accordance with this Article, and the provisions of Articles 8 and 9:

1. Work Site Definition: A work site is a building occupied in part or entirely by a Department; or a group of buildings which constitute a facility.

2. At work sites of a Department having at least fifteen (15) employees cumulative covered by this Agreement, the Union may designate one (1) or more Stewards to represent such employees at such work sites. A Steward shall lose no normal pay or leave credits while representing employees at the same work site.

3. Representation at work sites of a Department having fewer than fifteen (15) employees cumulative covered by this Agreement shall be determined through secondary negotiations. Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work sites within the jurisdictional area.

4. Where no Steward is authorized or designated, or one designated is temporarily not available, the Union may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work site or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.

5. Employees whose unplanned absence would remove service from an area shall not be designated by the Union as a temporary representative under this Section A.

6. Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.

Section B. Chief Stewards.

The Union may designate one (1) Chief Steward for up to eighty (80) employees or fraction thereof in a Department. Chief Stewards, designated by the Union, shall have preference in employment retention in the event of layoff or reassignment outside the work site. A Chief Steward may also be designated as a Steward at a work site. At a work site where no Steward has been authorized by secondary

negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay.

The District of a Chief Steward shall be established so as to reflect representation of approximately eighty (80) employees within a Department. In circumstances where this approximation is not possible within a work site a Chief Steward may represent more than one (1) work site within a Department. Each Chief Steward shall have a defined District.

The Union shall furnish to the Employer, in writing, the names of the designated Chief Stewards with their jurisdictions and work sites and the names of Stewards with their work sites or their jurisdictions that have been mutually agreed upon in secondary negotiations. The Union shall do so promptly after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union, in writing, as soon as such changes are made.

Under no circumstances shall a Chief Steward be entitled to layoff or reassignment protection unless the Union has provided such designation in writing to the Employer at least thirty (30) days prior to the issuance of a layoff or reassignment notice.

Section C. Release of Union Representatives.

No Steward or Chief Steward shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such Union Representative, the Union, at its discretion, may either request an alternate Union Representative or have the activity postponed and rescheduled. In making such request, the Union will provide timely representation so that the activity would not be unreasonably delayed.

Section D. Union Leave.

If any Union Representative(s) is expected to spend more than 25% (520 hours) of the contract work year (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by the Union. Such notice shall be in writing to the departmental Employer and must be provided at least fourteen (14) calendar days in advance of the pay period in which the leave is to begin. They shall be relieved of all work duties during the course of such leave; and the Union shall reimburse the State, for the gross total cost of such employee(s) wages, and the Employer's share of premiums for all insurance programs. A contract work year is defined as a twelve (12) month period.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. If a Union Representative actually uses 520 hours paid administrative leave during a contract work year, the parties will meet and confer regarding a resolution.